

RICHARD L. GRANT, CALIFORNIA STATE BAR NO. 093351  
GRANT LAW, A Professional Law Corporation  
15375 Barranca Parkway, Suite A-208  
Irvine, Ca. 92618  
Tel. 949-379-7172  
Fax. 949-379-7192  
Email : rgrant@grantlawca.com

Attorneys for Plaintiff:  
VACATION BIKE RENTALS

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

VACATIONAL BIKE RENTALS, LLC,  
A LIMITED LIABILITY COMPANY,

Plaintiff,

vs.

KITZUMA CORPORATION, A  
CORPORATION, DBA KITZUMA  
CYCLING LOGISTICS; BIKEEXCHANGE  
LIMITED, AN AUSTRALIAN COMPANY,  
DBA KITZUMA CORPORATION AND  
KITZUMA CYCLING LOGISTICS;  
GETCARRIER, LLC, A LIMITED  
LIABILITY COMPANY; AND EMPIRE  
NATIONAL, INC., A CORPORATION.

Defendants.

) Case No.: 2:24-cv-07105-CAS-MAA

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Comes Now, VACATIONAL BIKE RENTALS, LLC, hereafter  
"Plaintiff", with its **REQUEST FOR DISMISSAL WITH PREJUDICE AS TO**  
**DEFENDANT EMPIRE NATIONAL, INC., A CORPORATION, ONLY AS TO THE**  
**SECOND CAUSE OF ACTION (BREACH OF CONTRACT) OF THE FIRST AMENDED**  
**COMPLAINT.**

1 Pursuant to Rule 41(a)(2) of the Federal Rules of Civil  
2 Procedure, Plaintiff VACATIONAL BIKE RENTALS, LLC ("Plaintiff")  
3 hereby requests that the Court to Dismiss Defendant **EMPIRE**  
4 **NATIONAL, INC., A CORPORATION.** with prejudice from the  
5 Plaintiff's First Amended Complaint only as to the Second Cause  
6 of Action for Breach of Contract, in the above-captioned action.

8 Grounds for Dismissal: Plaintiff acknowledges that  
9 Defendant EMPIRE NATIONAL, INC. was acting solely as a motor  
10 carrier in connection with the transportation of goods under the  
11 Carmack Amendment (49 U.S.C. § 14706). As such, Plaintiff and  
12 Defendant EMPIRE NATIONAL, INC. stipulate that claims arising  
13 under the breach of contract cause of action are governed  
14 exclusively by the Carmack Amendment. Based on this, the  
15 Plaintiff agrees to Dismiss **EMPIRE NATIONAL, INC.,** from the  
16 First Amended Complaint only the Second Cause of Action for  
17 Breach of Contract of this Action with Prejudice.

19  
20 **Dismissal Terms:**

21 **Defendant:** EMPIRE NATIONAL, INC., A CORPORATION

22 **Dismissal:** With Prejudice, Only as to the Second Cause of Action  
23 for Breach of Contract  
24

25 Each party shall bear its own attorneys' fees and costs in  
26 connection with this Action.

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2 **IT IS SO REQUESTED.**

3  
4 **GRANT LAW**

5  
6 Dated: 12/13/2024

7 By: 

8 RICHARD L. GRANT, ESQ.  
9 ATTORNEY FOR PLAINTIFF  
10 VACATION BIKE RENTALS, LLC  
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**CERTIFICATE OF SERVICE**

I hereby certify that on **December 13, 2024** a true and correct copy of the PLAINTIFF'S REQUEST FOR DISMISSAL WTH PREJUDICE AS TO DEFENDANT EMPIRE NATIONAL, INC., A CORPORATION, ONLY AS TO THE SECOND CAUSE OF ACTION (BREACH OF CONTRACT) OF THE FIRST AMENDED COMPLAINT.

was electronically filed with Federal Court using the CM/ECF system, which will send notice of filing to all counsel

Dated: 12/13/2024

RICHARD L. GRANT

